

CITY UNIVERSITY CONSTRUCTION FUND
SOLICITATION FOR STUDENT HOUSING SERVING
THREE CUNY COLLEGES LOCATED IN MANHATTAN

Project No: CITYW-CUCF-03-10

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Release Date: June 14, 2010

Submission Date: July 9, 2010, 12 Noon

www.cuny.edu/constructionsolicitations

1. SCOPE AND REQUIREMENTS

The City University Construction Fund (“CUCF”), on behalf of the City University of New York (“CUNY”), is seeking a qualified development partner to renovate and manage one or more existing buildings to serve as student residences for three CUNY Colleges located in Manhattan: John Jay College of Criminal Justice, Hunter College and Baruch College (the “Colleges”). (See Attachment 1 for College locations.) Proposals to lease or purchase a facility will be considered by CUCF, provided that each proposed building must have capacity for at least 150 beds. CUCF, a public benefit corporation created to provide facilities for and support the education purposes of CUNY, reserves the right to assign its rights and obligations referred to throughout this Solicitation to an affiliated entity. All references in this Solicitation to CUCF or CUNY shall be deemed to include both of these entities and any existing or to-be-formed affiliated or successor entities, individually and collectively as the context shall require.

Each party submitting a Response to this Solicitation is referred to herein as a “Responder.” CUCF may engage in competitive negotiations with one or more Responders whose Response supports early completion dates, convenient site location and accessibility to public transportation, affordable room rates and other project characteristics described or referenced herein. CUCF reserves the right to select more than one Responder should CUNY desire to develop more than one project or accommodate the Colleges’ needs across multiple sites, provided that each proposed site must be able to accommodate a minimum of 150 beds. It is anticipated that a successful Responder would team with an experienced student housing operator who will provide management for the ongoing operations of the facility.

CUNY has conducted a market study which defines the requirements and preferences of the Colleges, attached hereto as **Appendix E**. Responders should also refer to the following websites for details on CUNY’s recently built student housing facilities, including 2010-2011 rental rates:

The Summit at Queens College- <http://www.thesummitatqc.com/>

The Towers at the City College of New York- <http://www.ccnytowers.com/>

Responders are invited to submit the following information in their Response:

1. Development Team Qualifications and Experience:
 - a. Provide company information such as firm history, business structure, size of the organization and an organizational chart. Include the full lawful name of the entity submitting the proposal and of all constituent entities and proposed partners.
 - b. Describe the firm’s experience with similar-scale projects in an urban setting, and with public/private development projects, particularly within the New York City metropolitan area. Indicate the address and cost of each project. Please also describe the team’s architectural and engineering experience, experience with securing financing for comparable projects, and experience with student housing operations.
2. Describe the proposed project, particularly with regard to the project characteristics described or referenced herein. The following information is required: proposed uses and mix of units, rendering and/or proposed floor plans, timeline to completion, and operator/ management information. **(No more than five (5) pages)**.

3. Describe the proposed financial structure and project financing including transaction and ownership structure, overall financial capacity to undertake and complete the project, sources and uses, development budget, operating budget, and proposed rents.
4. Completed New York State Vendor Responsibility Questionnaire (See **Appendix B**).
5. Completed New York State Procurement Lobbying Act of 2006 Forms 3, 4, and 5 (See **Appendix C**).
6. Completed MBE/WBE Utilization Plan Forms (See **Appendix D**).

Any facility proposed by a Responder must meet CUNY’s energy efficiency criteria based on the State of New York’s Executive Order 111, New York City Local Law 86 and, at a minimum meet LEED Standards.

There will be a Selection Committee expected to consist of staff from CUNY. The Selection Committee will use the following process for selection: 1) evaluate and score the Responders’ written Responses based on the Criteria specified below; 2) develop a short list of Responders for further negotiations based on the highest scoring Responses.

Criteria		Highest Points Awarded
Organization and Team Capacity	Evidences team composition, staff, organization resources, and professional ability to successfully complete the project outlined in the Solicitation and manage its ongoing operations.	20
Experience and Effectiveness	Demonstrated successful relevant experience with the New York City real estate environment.	20
	Demonstrated successful experience working in an urban setting with real estate clients in higher education and / or the public sector.	20
Project and Financing	Creative, attractive, and student-friendly design; convenient to public transportation; affordable room rates.	20
	Feasibility and timing of proposed structure.	20
Total		100

Contract award to a responsive and responsible Responder will be based on the characteristics, quality and financial feasibility as they evolve during the course of negotiations, consistent with CUCF procedures.

Responses must be submitted as follows: one (1) original and one (1) copy of each form required by Appendices B, C & D, and one (1) original, signed by an authorized representative of the Responder, and eight (8) copies of all other information in the Response, including contact information (name, title, phone, email & fax) for at least one principal, by **12 Noon on Friday, July 9, 2010** to:

Michael Feeney

Chief of Consultant Contracts
The City University of New York
Office of Facilities Planning, Construction and Management
555 West 57th Street, 11th floor
New York, NY 10019

Responses will not be accepted by email or fax.

This Solicitation, and any Addenda to this Solicitation that may be issued by CUCF, will be posted and are available for downloading at www.cuny.edu/constructionsolicitations.

Responders are advised that the ONLY Authorized Agency Contact for ALL matters concerning this Solicitation, and the individual who also serves as the Procurement Lobbying Act Designated Contact for this Solicitation, is Michael Feeney, Chief of Consultant Contracts. All communications pertaining to this Solicitation shall be directed to the Authorized Agency Contact by email to DDCM.ContractsDept@mail.cuny.edu or postal mail to the address above. “Manhattan Student Housing Solicitation” should be placed in the subject heading of any email/mail.

Please periodically check this website for any Addenda to this Solicitation. This Solicitation, and any Addenda to this Solicitation that may be issued by CUCF, are also available for in-person pick-up during regular business hours at the CUNY Office of Facilities Planning, Construction and Management, Procurement Services, 555 West 57th, Room 1140, 11th Floor, New York, NY 10019. Receipt of an Addendum to this Solicitation by a Responder must be acknowledged by submitting an original signed copy of the Addendum with the firm’s Response. All Addenda shall become part of the requirements of this Solicitation. All questions regarding this Solicitation must be submitted by 5:00 pm on June 21, 2010 to the aforementioned email or postal mail address. Answers of general applicability will be issued in the form of an Addendum. Prospective Responders are warned that no other officer, agent, or employee of CUCF or CUNY is authorized to give information concerning, or to explain or interpret, this Solicitation.

2. GENERAL CONDITIONS

A Response to this Solicitation constitutes the Responder’s agreement that CUCF is not liable for any costs incurred, damages suffered or opportunities lost by the Responder: (a) in preparation and/or production of a Response; (b) for any work performed by the Responder or at the direction of the Responder; (c) for attending any interviews, presentations and negotiations, or undertaking its participation in responding to this Solicitation; or (d) for any other reason.

This Solicitation shall not, in any way, commit CUCF to enter into any agreement, to pay any expenses incurred in preparation of any Responses to this solicitation, or to procure or contract for any goods, services, property or construction.

This solicitation is subject to New York State Labor Agreement Laws and may be subject to the New York State Wicks Law.

This solicitation is in compliance with the requirements of Education Law Section 6218, New York State Finance Law Article XI, and the New York State Lobbying Law, as set forth in the State Finance Law, Sections 139-j and 139-k.

Any Contract award shall be subject to all required internal and external oversight approvals (e.g., CUNY/State/City Law Departments, Board of Trustees of the City University Construction Fund/City University of New York, and the New York State/City Comptroller's Office), and shall be contingent on the availability of funds.

Any unsuccessful Responder, upon request, will be given a debriefing as to why it was not selected for the award. The request for a debriefing shall be made in writing within ten (10) business days of the date of notification of non-selection. The debriefing will be given as soon as practicable thereafter.

All information, descriptions, data, tables, calculations, examples, opinions or assumptions made in connection with this solicitation are made in good faith for information purposes only. The Responder shall not rely on any such information without conducting its own independent research and verification. CUCF and its officers, agents and employees make no representations or warranties, including without limitation representations or warranties as to the accuracy of any information, opinions or assumptions contained in this solicitation or otherwise furnished to Responders by CUCF, and will assume no responsibility or liability for any errors and omissions contained herein.

During the term of any agreement entered into as a result of this Solicitation, the Responder shall maintain in full force, at its own expense, from companies licensed to do business in New York State, each insurance requirement noted below, in such amounts as may be determined by CUCF:

- Workers Compensation
- Commercial General Liability for bodily injury and property damage.
- Automobile Liability for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, are applicable. This coverage may be written in combination with the Commercial General Liability Insurance.
- When applicable depending upon services required, Professional Liability insurance covering any damages caused by negligent error, omission, or any other acts.
- Such other types of insurance as CUCF may reasonably require.

CUCF reserves the right in its sole and absolute discretion to:

- Reject any and all Responses received in response to this Solicitation;
- Waive or modify minor irregularities in Responses received;
- Delete one or more requirements if no Responder meets such requirement(s);
- Use any and all ideas submitted in the Responses received without liability unless otherwise clearly marked and designated as proprietary or confidential;
- Issue written Addenda to this Solicitation;
- Issue Requests For Additional Information ("RFAs") to any or all Responders;
- Withdraw or cancel this Solicitation without notice at any time; and
- Change the terms of this Solicitation, upon written notice to Responders.

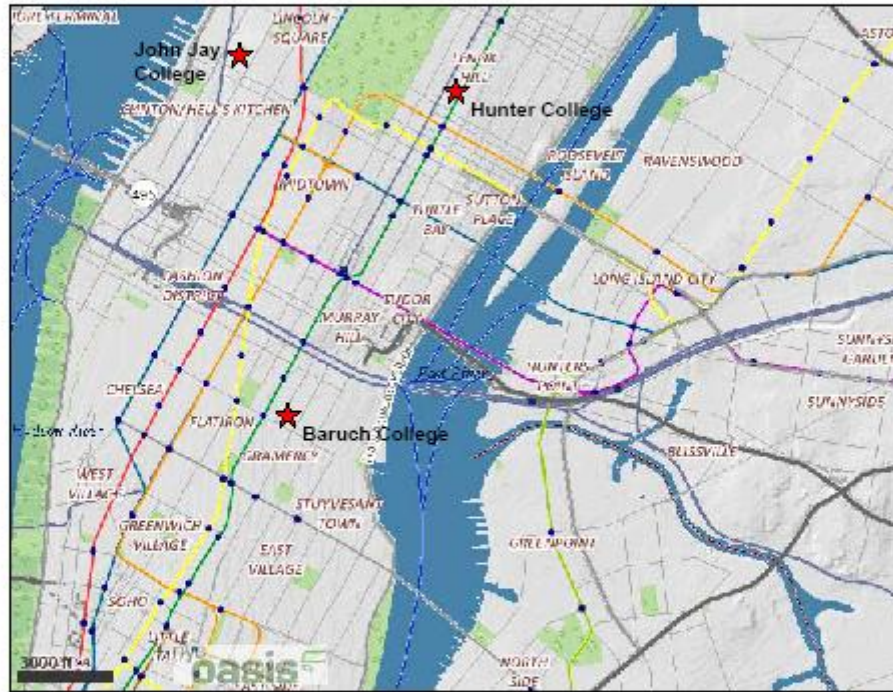
Submission of a Response to this Solicitation, absent a clear statement of any limitation on its use, shall be deemed to grant CUCF the right to utilize Responses in any way, with or without prior notice. All materials submitted by Responders become the property of CUCF and will be returned at CUCF's option.

CUCF will not be responsible for the public disclosure of confidential or proprietary material if such material is not clearly marked and identified as confidential or proprietary.

CUCF makes no representations nor incurs any obligations or commitments in announcing this Solicitation.

Responders shall not be entitled to modify their Responses once submitted. Responders may be permitted to modify or correct information submitted such as a typographical or arithmetic error in their Response only with the prior written consent of CUCF for compelling reasons, which CUCF will determine on a case-by-case basis.

ATTACHMENT 1 – COLLEGE LOCATIONS



APPENDIX A**Standard Clauses For All New York State Contracts**

The parties to the attached Contract, license, lease, amendment or other agreement of any kind (hereinafter, "the Contract" or "this Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Developer" herein refers to any party other than CUCF or the State, whether a Developer, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State or CUCF shall have no liability under this Contract to the Developer or to anyone else beyond funds appropriated and available for this Contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Developer or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of CUCF and the State and any attempts to assign the Contract without CUNY and the State's written consent are null and void. The Developer may, however, assign its right to receive payment without such consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Article XI of the State Finance Law and Section 112 of the State Finance Law and Section 6218 of the Education Law, (a) if The City University of New York is a party to this Contract, and (b) if this Contract exceeds \$15,000 (\$20,000 for certain contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this Contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this Contract shall be void and of no force and effect unless the Developer shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Developer will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Developer agrees that neither it nor its SubDevelopers shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. If this is a building service Contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Developer agrees that neither it nor its SubDevelopers shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee

hired for the performance of work under this Contract. Developer is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public works contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Developer's employees nor the employees of its SubDevelopers may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Developer and its SubDevelopers shall pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Developer warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Developer further warrants that, at the time Developer submitted its bid, an authorized and responsible person executed and delivered to CUCF a non-collusive bidding certification on Developer's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this Contract exceeds \$5,000, the Developer agrees, as a material condition of the Contract, that neither the Developer nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USCA Section 2401 et seq.) or regulations thereunder. If such Developer, or any of the aforesaid affiliates of Developer, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Developer shall so notify CUCF and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. CUCF and the State shall have all of their common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, CUNY and the State's option to withhold for the purposes of set-off any moneys due to the Developer under this Contract up to any amounts due and owing to CUCF and the State with regard to this Contract, any other contract with CUCF or any State department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State from the Developer for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. CUCF and the State shall exercise their set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by CUCF, its representatives, or the State Comptroller.

10. RECORDS. The Developer shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Contract (hereinafter, collectively, "the Records"). The Records shall be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as CUCF, shall have access to the Records during normal business hours at an office of the Developer within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State and CUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Developer shall timely inform an appropriate CUCF or State official, in writing, that said Records should not be disclosed; and (b) said Records shall be sufficiently identified; and (c) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect CUCF's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

a) Federal Employer Identification Number and/or Federal Social Security Number.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency shall include the payee's identification number, i.e., the Developer's, seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, shall give the reason or reasons why the payee does not have such number or numbers.

b) Privacy Notification.

i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or who may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

ii) The personal information is requested by CUCF. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this Contract is: a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or b) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or c) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

a) the Developer will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and

will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation;

b) at the request of the contracting agency, the Developer shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Developer's obligations herein; and

c) the Developer shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Developer will include the provisions of "a," "b" and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Developer. Section 312 does not apply to: a) work, goods or services unrelated to this Contract; or b) employment outside New York State; or c) banking services, insurance policies or the sale of securities. The State shall consider compliance by a Developer or Sub-Developer with the requirements of any Federal law concerning equal employment opportunity that effectuates the purpose of this section. CUCF shall determine whether the imposition of the requirements of the provisions hereof duplicates or conflicts with any such Federal law and if such duplication or conflict exists, CUCF shall waive the applicability of Section 312 to the extent of such duplication or conflict. Developer will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Developer for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but shall, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Developer hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Developer's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Developer shall promptly notify the State, in

writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Developer will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Developer certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law '165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or CUCF. Qualification for an exemption under this law will be the responsibility of the Developer to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subDeveloper, the prime Developer will indicate and certify in the submitted bid Response that the subDeveloper has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Developer to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Developer hereby stipulates that the Developer either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles [as described in '165 (5) State Finance Law], and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subDevelopers and suppliers on its procurement contracts.

Information on the availability of New York State sub Developers and suppliers is available from:

Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development
Minority and Women's Business Development Division
30 South Pearl Street
Albany, New York 12245
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid Response or contract, as applicable, Developers certify that whenever the total bid amount is greater than \$1 million:

(a) The Developer has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subDevelopers, including certified minority and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Developer has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261) as amended;

(c) The Developer agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Developer agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Developer acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of states subject to this provision.

22. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 162 subdivision 4 (a) and State Finance Law Section 165, subdivision 7, CUCF and the State shall not purchase any apparel or sports equipment from any vendor unable or unwilling to certify that: (a) such apparel or sports equipment was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and (b) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with CUCF or the State), if known, the names and addresses of each subDeveloper and a list of all manufacturing plants to be utilized for this contract by the bidder.

APPENDIX B

New York State Vendor Responsibility Questionnaire

The NYS Vendor Responsibility Questionnaires and accompanying instructions for completing the Questionnaires are posted on the New York State Office of the State Comptroller website at: <http://www.osc.state.ny.us/vendrep/templates.htm>. They are listed under the heading “Vendor Responsibility Questionnaires.”

Please complete and submit the appropriate Questionnaires and Attachments with the Response.

Responders who have previously submitted the appropriate Vendor Responsibility Questionnaires and Attachments may submit either a Responder-signed update to previously-submitted Questionnaires & Attachments or a Statement of No Change, along with a copy of the original Questionnaires & Attachments.

APPENDIX C

NYS PROCUREMENT LOBBYING ACT

CUCF is governed by the NYS Procurement Lobbying Act (PLA) set forth in State Finance Law Sections 139-j and 139-k; for guidelines and additional information see: <https://www3.ogs.state.ny.us/legal/lobbyinglawfaq/default.asp>

Forms are available from the New York State Office of General Services:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Submission: Responders are required to submit Forms 3, 4 and 5 with their Response. They are listed under the heading “Model Language and Forms.”

1. There are certain exceptions to the PLA. The following types of “contacts” are permitted during the “Restricted Period”:

1.1 Submissions: the submission of written Responses to this Solicitation.

1.2 Complaints: complaints by a Responder regarding the failure of the Designated Point of Contact to respond in a timely manner to authorized Responder contacts provided such complaints are made in writing to the CUNY General Counsel. Such written complaints will become a part of the transaction record. Written complaints shall be mailed or emailed to:

Frederick Schaffer Senior Vice Chancellor and General Counsel City University of New York

535 East 80th Street
New York, NY 10075
frederick.schaffer@mail.cuny.edu

1.3 Oral Presentations and Discussions with Responders: Scheduled presentations by a Responder to CUNY describing its submissions and/or scheduled discussion by CUNY with Responders.

1.4 Negotiations: After a Responder has been preliminarily designated, communications between that Responder and CUNY for the purposes of negotiation.

1.5 Review of Award: Following award to another Responder, a Responder’s request to the Designated Point of Contact for a review of the award.

1.6 Protests and Complaints: (a) contacts by Responders in protests, appeals or other review proceedings (including the apparent successful Responder and his or her representatives), before CUNY seeking a final administrative determination, or in a subsequent judicial proceeding; or (b) complaints of alleged improper conduct in this transaction to the New York Attorney General, a district attorney, or a court of competent jurisdiction, and where such communications and any proposals thereto are made in writing and shall be entered in the transaction record pursuant to section one hundred sixty-three of the state finance law; or (c) complaints of alleged improper conduct in this solicitation process.

2. A finding that a Responder has knowingly and willfully violated the limitation on the Contacts rule will result in a determination of non-responsibility for such Responder, and such Responder and its subsidiaries, and any related or successor entity with substantially similar function, management, board of directors, officers and shareholders, shall not be designated as a Designated Responder, unless CUNY finds that such designation is necessary to protect public property or public health or safety, and that the Responder is the only source capable of supplying the required article of procurement within the necessary timeframe, provided that CUNY is required to include in the procurement record a statement describing the basis for such a finding.

EXCEPT AS EXPRESSLY AUTHORIZED BY THE AUTHORIZED AGENCY CONTACT PERSON LISTED ON PAGE 4 OF THIS SOLICITATION OR AS OTHERWISE EXPRESSLY AUTHORIZED BY THE NEW YORK STATE FINANCE LAW §§ 139-J AND 139-K, RESPONDERS MAY NOT CONTACT BOARD MEMBERS, OFFICIALS, EMPLOYEES OR CONSULTANTS OF CUNY, CUCF, OR ANY OF ITS AFFILIATES OR SUBSIDIARIES, DASNY, THE STATE OF NEW YORK OR ANY OTHER GOVERNMENTAL ENTITY REGARDING THIS SOLICITATION AND THE RELATED DISPOSITION, OR SEND RESPONSES TO ANY OF THEM. FAILURE TO OBSERVE THIS REQUIREMENT MAY RESULT IN THE RESPONDER'S DISQUALIFICATION FROM CONSIDERATION PURSUANT TO THIS SOLICITATION.

APPENDIX D

ANTI-DISCRIMINATION AND M/WBE POLICIES

Submission: Responders are required to submit Forms EEO 100 – Staffing Plan and MWBE 100 – Utilization Plan with their Response. These forms are attached.

Goals for this Contract

CUCF/CUNY has established the following goals for this contract:

MBE Participation - 7.25%

WBE Participation - 4.75%

Note: In fulfilling these goals, under New York State MBE/WBE Law and Regulations, Responders may only use New York State Certified MBEs and WBEs listed in the New York State Directory of Minority and Women-owned Business Enterprises certified pursuant to the Regulations. The Directory may be accessed at: <http://www.nylovesmwbe.ny.gov/>.

Anti-discrimination Policy

This policy applies to any contract resulting from this Solicitation.

A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members including, without limitation, women, are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selections for training or retraining, including apprenticeship and on-the-job training. The contractor will agree to post, in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this non-discrimination provision.

B. At the request of the CUCF or CUNY, the contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the authority to furnish a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status and that such union or representative will cooperate in the implementation of the contractor's obligations hereunder.

C. The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor in the performance of the contract with the CUCF, that all qualified applicants will be afforded equal employment opportunity without discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status.

D. The contractor will include the provisions of paragraphs A through C of this section in every sub-contract or purchase order in such a manner that such provisions will be binding upon each sub-contractor or vendor as to its work in connection with the contract with the CUCF.

CUNY and CUCF MWBE Policy

It is the policy of CUNY and CUCF that New York State Certified Minority and Women-Owned Business Enterprises (MBE/WBE's) shall have the maximum opportunity to participate in the performance of any contracts resulting from this solicitation. In those contracts, successful Responders would agree to insure that New York State Certified MBE/WBE's have the maximum opportunity to participate in the performance of those contracts. In this regard, all Responders shall take all necessary and reasonable steps as hereinafter defined to insure that New York State Certified MBE/WBE's have the maximum opportunity to compete for and perform on contracts or sub-contracts. CUNY and CUCF, and their contractors shall not discriminate on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, in the awarding and performance of contracts and sub-contracts.

This language is included to insure that all Responders who enter into any contract with CUNY or CUCF are aware of their responsibility and the commitment of CUNY and CUCF to see that their MBE/WBE Policy is carried out in all of their business dealings.

Article 15-A of the NYS Executive Law

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as Responders, Sub-responders, and Suppliers on its procurement contracts.

Information on the availability of New York State Sub-Responders and Suppliers is available from:

New York State Department of Economic Development
Division of Small Businesses
One Commerce Plaza
Albany, NY 12245
(Telephone) 518-474-7756

Contract Provisions

Under the contract to be awarded through this Solicitation the successful Responder would specifically agree that:

A. In the hiring of employees for the performance of services under the contract or any sub-contract hereunder, neither the Responder nor any Sub-responder or other person acting on behalf of such Responder or Sub-responder shall, by reason of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, discriminate against any person who is qualified and available to perform the services to which the employment relates;

B. Neither the Responder nor any Sub-responder or other person acting on behalf of such Responder or Sub-responder shall in any manner discriminate against or intimidate any employee hired for the performance of services under the contract on account of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status;

It shall include the provisions of paragraph A and B of this section in every sub- contract the Responder enters into with respect to the services to be performed hereunder and shall take such action to enforce such provisions of such sub-contract as CUNY or CUCF may direct.



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____	
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Other Categories					
		Total Male	Total Female	White		Black		Hispanic		Asian		Native American		Disabled		Veteran	
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Officials/ Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
TOTALS																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed plan with bid or proposal EEO 100

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE) a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

DISABLED INDIVIDUAL any person who:
- has a physical or mental impairment that substantially limits one or more major life activity(ies)
- has a record of such an impairment; or
- is regarded as having such an impairment.

VIETNAM ERA VETERAN a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

GENDER



M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: Address: City, State, Zip Code: Telephone No.: Region/Location of Work:	Federal Identification No.: Solicitation No.: Project No.: M/WBE Goals in the Contract: MBE 7.25 % WBE 4.75 %
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1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED MBE WBE			
B.	NYS ESD CERTIFIED MBE WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.:
	EMAIL ADDRESS:
	FOR MWBE USE ONLY
	REVIEWED BY: _____ DATE: _____ UTILIZATION PLAN APPROVED: YES NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: YES NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: YES NO Date: _____

APPENDIX E

MANHATTAN STUDENT HOUSING MARKET STUDY

(see attached)